STATEMENT OF THE CASE

The Petitioner filed his original Declaration in proper person in the Superior Court of Baltimore City. Within the time permitted the Respondent filed a Petition for Removal and a Bond for Removal to the United States District Court for the District of Maryland. As far as the Respondent can determine there has been no issue presented as to this removal.

Because of the state of Petitioner's Declaration, the Respondent filed a Motion for More Definite Statement under Rule 12(e). Petitioner duly filed an Answer to said motion and set forth additional information concerning his alleged claims.

Thereafter Respondent filed a Motion to Dismiss for Failure to State a Claim Upon Which Relief can be Granted.

After several hearings, the Petitioner filed an Amended Complaint which set forth a FIRST COUNT, a SECOND COUNT, and a count alleging COMPENSATORY DAMAGES. To this Respondent filed a Motion to Dismiss Amended Complaint in Whole or in Part for Failure to State a Claim Upon Which Relief Can be Granted.

In said Amended Complaint Petitioner alleged in his FIRST COUNT $250 for an alleged fire loss which he contended occurred on September 29, 1963 to the premises known as 6420 Belair Road in Baltimore, Maryland. This is the alleged fire which Petitioner contended in oral argument was caused by a bird taking a lighted cigarette up to the top of the roof.

In the SECOND COUNT of the Amended Complaint there were several alleged claims in regard to a second property known as 6502 Belair Road, likewise in Baltimore

City, as follows: (a) The first of these purported claims was alleged vandalism to said premises occurring "sometime during 1963". (b) Secondly, the Petitioner claimed damages for an alleged fire occurring on July 7, 1964 at 7:34 P.M. (c) Thirdly, the Petitioner claimed alleged vandalism which purportedly occurred after the date of the alleged fire on July 7, 1964. (d) Fourthly, the Petitioner claimed alleged damages for a second fire occurring on September 3, 1965 in the same premises. (e) Finally, Petitioner also contended a loss of rent and contents loss for various articles of personal property stored in the attic and other places.

Under the heading COMPENSATORY DAMAGES Petitioner in his Amended Complaint alleged $100,000 as compensatory, exemplary and pecuniary damages.

Respondent's aforesaid Motion to Dismiss challenged the validity of each of these alleged claims in the respective Counts, including the alleged Compensatory Damages.

After hearing and argument, Judge Northrop by Order of Court denied in part and granted in part Respondent's Motion to Dismiss as to the Amended Complaint.

Specifically, Judge Northrop at that time denied Respondent's Motion as to the alleged $250 fire damage on September 29, 1963 to the premises at 6420 Belair Road. Likewise, Judge Northrop's said Order denied Respondent's Motion to Dismiss as to the alleged claim by the Petitioner for vandalism damage occurring prior to July 3, 1964 to the premises 6502 Belair Road.

The significance of the date, July 3, 1964, is that, as was admitted by the Petitioner in his pleadings and also admitted by him in open court before Judge Northrop, the Petitioner's insurance policies with Respondent were all

cancelled effective July 3, 1964 by the Respondent. As far as the Respondent can determine there has been no issue raised as to the legal effectiveness of these cancellations, although apparently the Petitioner contends that the Respondent should not have done so.

Considering that all of the policies were cancelled effective July 3, 1964, Judge Northrop granted Respondent's Motion to Dismiss for the alleged fire damage to 6502 Belair Road occurring on July 7, 1964 and September 3, 1965. Likewise, Judge Northrop granted Respondent's Motion to Dismiss as to alleged vandalism damage occurring subseqent to the effective date of the cancellation of the policies. Judge Northrop also granted Respondent's Motion to Dismiss as to Petitioner's allegations of loss of rent and loss of personal property, there being no insurance coverage under Respondent's policies in any event for said alleged losses.

Thus, the only matters left for trial were Petitioner's alleged claim for the $250 fire damage on September 29, 1963 to the premises 6420 Belair Road. The claim by Petitioner for vandalism damage occuring "sometime during 1963" to the premises 6502 Belair Road and the alleged "compensatory damages".

After several postponements the case was called for trial on October 28, 1968 before Judge Northrop without a jury. Petitioner did not pray a jury.

Petitioner, however, did not present any testimony or evidence concerning the alleged $250 damage on September 29, 1963 to the premises 6420 Belair Road, this claim being the alleged fire caused by the bird taking a cigarette to the roof of the building. Petitioner likewise did not present any testimony concerning the alleged vandalism damage occurring "sometime during 1963" to the premises 6502 Belair Road.

Petitioner did call as his witness, John Galano, Building Inspector, Department of Housing and Community Development of the City of Baltimore. Mr. Galano testified as to 6502 Belair Road and particularly the violation notice served on the Petitioner on or about October 24, 1963, stating specifically that Petitioner was ordered to correct the following conditions at 6502 Belair Road:

> "Interior of house in general need of repair: windows broken, sash missing; front and side porches in dilapidated condition; gutters and downspouts rotted; house open to public creating a hazardous condition.
>
> "Rectify by repairing flooring, plaster, broken doors; replacing all broken glass and window sash, replace or repair front and side porches, replace rotted gutters and downspouts; rehabilitate or raze."

Petitioner also called to the stand Craven P. Pearson, a representative of the State Insurance Department of the State of Maryland, the thrust of Petitioner's questioning being as to whether insurance companies improperly cancel policies or refuse to pay claims. The representative of the Insurance Department was apparently unable to answer these questions to the satisfaction of Petitioner. Mr. Pearson testified that fire insurance policies can legally be cancelled without reason as long as the provisions of the policy are complied with and that his department had not received any particular complaints as to fire insurance companies in this respect.

At the close of Petitioner's case Judge Northrop indicated that he would sign an Order granting Respondent's oral Motion to Dismiss as to each of the remaining of Petitioner's alleged claims. Apparently it is from this Order, which was dated October 31, 1968, that Petitioner has directed his appeal.

The Petitioner duly filed an appeal to the United States Court of Appeals for the Fourth Circuit, No. 13,571. That Honorable Court by a per curiam opinion dated February 11, 1970, held as follows:

"PER CURIAM:

Our examination of the briefs and record satisfies us that this appeal is without merit and that the district judge committed no reversible error. We dispense with argument and affirm.

AFFIRMED."

On February 17, 1970, Petitioner requested a reconsideration by letter of that date.

The United States Court of Appeals for the Fourth Circuit by its Order dated February 27, 1970, held as follows:

"Treating the request of Andrew J. Easter for reconsideration of the decision as a petition for rehearing, filed under Rule 40 of the Federal Rules of Appellate Procedure, the panel which initially decided the case is unanimously of the view that the petition should be denied. It is, therefore,

ORDERED, that said Petition, be, and it is hereby, denied."

Thereafter Petitioner has filed this Petition for Writ of Certiorari of this Honorable Court.

CONCLUSION

No special and important reasons have been shown and no jurisdiction question has been raised which would indicate a need for a review by this Honorable Court of this case. The basic issue before the United States District Court was a factual one.

The Respondent is unable to ascertain from Petitioner's Petition for Writ of Certiorari what the Petitioner is contending. Doubtless, he is contending that Judge Northrop should not have signed the Order of October 31, 1968, dismissing his alleged remaining causes of action against Respondent, but Petitioner had at the October 28, 1968, trial failed to produce evidence which would be legally sufficient to sustain his alleged causes of action.

Respectfully submitted,

GEORGE M. RADCLIFFE,

Attorney for Respondent.